

# MORTGAGE APPLICATION DECLARATION

By signing this document each person that has signed this Declaration as an applicant declares, consents, acknowledges and confirms (in each case for him/herself and on behalf of each other person, if any, falling within the definition of 'you' in section 1 below) to 'us' as follows:

## 01 MEANING OF WORDS USED IN THIS DOCUMENT:

- **you** and **your** means each applicant, each person and each limited company that is to be a borrower in respect of the mortgage advance that is the subject of the application and, where applicable, individuals who are directors or shareholders of a limited company providing a guarantee in connection with a mortgage advance;
- **we, us** and **our** means The Mortgage Lender Limited (registered in England and Wales as company number 9280057) and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of The Mortgage Lender Limited's rights under any agreement with you (including as a result of a transfer referred to in section 6 below);
- **application** means the application to us by you for a mortgage advance, including this declaration, the application form and any supporting documentation, to be secured on a property that is to be used solely for residential purposes; or where the application is for a buy to let mortgage, solely for residential letting purposes;
- **information** means the information provided to or received by us (whether or not by, or from and/or relating to, you or any other person) in or in connection with the application (including enquiries or searches made by or on behalf of us); and
- **loan** means any mortgage advance that we provide to you.

## 02 NOTICES AND CONSENTS RELATING TO USE OF YOUR INFORMATION

### DISCLOSURE - DATA PROTECTION IMPORTANT - USE OF YOUR INFORMATION

You have a right to know how we use your personal information. Please carefully read and understand this section.

#### Credit decisions and the prevention of fraud and money laundering

We may use credit reference and fraud prevention agencies to help us make decisions. Details of what we do and how both we and credit reference agencies (CRAs) and fraud prevention agencies will use your information is included in our Privacy and Fair Processing Notice, which will be provided by your mortgage intermediary. Further copies are also available on our website:

[www.themortgagelender.com](http://www.themortgagelender.com)

By confirming your agreement to proceed you are accepting that we may each use your information in this way.

## 03 SOME ASPECTS OF THE APPLICATION

The mortgage will be regulated by the Financial Conduct Authority, unless the application is for a Buy to Let Mortgage.

You are over 18 years of age, unless you are a limited company or a Limited Liability Partnership (in which case the directors signing this declaration are over 21 years old).

The mortgage property is to be used solely for residential purposes, or where the application is for a buy to let mortgage, solely for residential letting purposes;

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Where you are applying for an unregulated Buy to Let mortgage which is to be secured against a property that you did not purchase for the purposes of renting it out and / or in which you and/or one of your relatives has lived, You confirm that;

- The mortgage contract will be entered into by you wholly or predominantly for the purposes of a buy to let business carried on, or intended to be carried on, by you,
- The property will be let to a tenant(s) for occupation as a home on the basis of a rental agreement that is acceptable to The Mortgage Lender and that you will not at any time occupy the property or allow it to be occupied by a family member
- You are aware that you will not have the benefit of the protection and remedies that would be available to you under the Financial Services and Markets Act 2000 ("The Act") if the buy to let contract were a regulated mortgage contract under the Act
- You are aware that if you are in any doubt as to the consequences of the buy to let mortgage loan contract not being regulated by the Act, then you should seek independent legal advice.

The property will be valued to ensure it provides us with suitable security for the mortgage loan you have requested. We will obtain this valuation report from an independent valuer. This valuer is not connected with us, but is on our panel of approved surveyors and valuers. Although we may provide you with a copy of the mortgage valuation report, this is for your information only and you should not rely on it in any way when you are deciding whether to go ahead with the purchase or remortgage of the property. You should obtain your own valuation report as part of a more detailed report on the condition and the value of the property.

## 04 ENGLISH LANGUAGE

We will only communicate with you, provide information to you and enter into agreements with you in English.

## 05 ASSESSMENT AND INDICATIONS

We may use a credit scoring or other automated decision-making system in assessing information and we may decline your application or withdraw or revise any indication to you that we are willing 'in principle' to enter into a loan agreement, or propose to enter into a loan agreement, without giving any reason whatsoever.

If we make you an offer for a regulated mortgage, it will be valid for a seven day reflection period.

Following the reflection period, or at any time if we make you an offer for an unregulated mortgage, we may withdraw or cancel the offer, provided we are acting reasonably in doing so.

## 06 CONSENT TO TRANSFERS

At any time and from time to time, we can enter into and make a transfer (being a transfer, assignment or assignation (whether absolute or by way of security), mortgage, charge, standard security, creation of trust over, agreement to sell or other disposal (in law or in equity or beneficially) of all or any of our rights, title, interests, benefits and obligations in respect of all or any of the information and / or this document and/or any mortgage you have as a result of this application) without any further consent from or notice to you.

A transfer will not change your rights and guarantees in relation to the information and / or this document and will not change the terms and conditions relating to the information and / or this document and/or any mortgage you have as a result of this application.

## 07 APPLICABLE LAW

This document and our dealings with you with a view to entering into this document, the loan and other related agreements, and any non-contractual aspects arising in connection with this document or those dealings, are governed by English law subject to the exclusive jurisdiction of the English courts (if the security property is in England or Wales) or Scots law subject to the exclusive jurisdiction of the Scottish courts (if the security property is located in Scotland).

## 08 COMPLAINTS

If you have a complaint about your mortgage or about any other aspect of our documentation or conduct then we urge you to contact us. You can contact us by phone, in person or in writing either by post or email. Details of our complaint handling procedures can be obtained from The Mortgage Lender Limited, PO Box 27135, Glasgow G1 9EG or by telephone or email using the details on our website - [www.themortgagelender.com](http://www.themortgagelender.com). You may also be entitled to refer your complaint to the Financial Ombudsman Service. Details are available on our website, or the Financial Ombudsman site which is [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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By signing this declaration, you are confirming the following and making your application for your mortgage on this basis.

Each of you has personally read and checked all the information provided in the application and confirm that we can rely on it when deciding whether to make you a mortgage offer.

Each of you have received a copy of our Privacy and Fair Processing Notice.

For limited companies or Limited Liability partnerships, each of the applicants is a director authorised to make this Application and who has fully read and checked all the information provided in the application, the company has the power to borrow the money applied for and to mortgage the property/properties proposed as security in this Application and the shareholders and directors (as applicable) have the power to grant a guarantee in connection with the mortgage.

The information will be used to assess the affordability of the mortgage advance and you are aware of the monthly payments for the advance and know these can change and are satisfied that these are affordable to you.

You agree to supply any additional information that we may request in order to proceed with the application.

All of the information is true, accurate and complete and is not ambiguous or misleading. You have not withheld or concealed anything which adversely affects and/or is reasonably likely to adversely affect those things or our assessment and/or any information.

It is an offence to knowingly make a false, inaccurate or misleading declaration as part of the application. If you make a false declaration you may face criminal prosecution and/or civil action in respect of any losses incurred by us.

You shall let us know at once (and provide us with full details) if you become aware that any information is or becomes wrong or out of date or if anything changes in any way which adversely affects and/or is reasonably likely to:

- render any information ambiguous and/or misleading; or
- adversely affect the truth, accuracy and/or completeness of the information or our assessment of you and/or any information.

You have, and are entitled to have, the consent of each person to disclose information relating to that person that you have provided in, or in connection with, your application, or which you otherwise provide to us, which may be used as indicated in this document.

By submitting an application to us, and by signing the offer document, you are providing irrevocable authority to your solicitor/ licensed conveyancer, Mortgage Intermediary, and existing/previous lender, employer, landlord, accountant and banker to divulge confidential information (both during and after completion of the mortgage) which may have a bearing on our decision to lend including, but not limited to your income and your ability to meet your financial commitments.

Where you have asked a person (other than a member of our staff) for advice and/or a recommendation about this application, that person (not us) is responsible to you for any advice which that person gives or any recommendation which that person makes. You must notify that person of any material changes to the information in order that such person can provide you with updated advice and recommendations. You confirm that you have not received any advice or any recommendation from us in connection with this application.

Where a third party is acting on your behalf in the application and where you have supplied information to that third party in connection with the application, you consent to your details being manually inputted and transmitted electronically to us.

If any information provided by you is incorrect you will make good any loss which we may suffer by acting in reliance upon that information.

If the application is successful the provisions of this Declaration will continue to apply after the completion of the mortgage.

We will tell you about any fees and expenses you have to pay in relation to your application and mortgage in your illustration, offer letter, mortgage conditions and tariff of charges.

There may be additional fees that you have to pay to third parties acting on your behalf. These fee arrangements are between you and that third party.

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**This is an important legal document.**

You should not sign this document unless you have checked each answer carefully and have ensured that each answer is accurate and complete (especially if this or any other document was completed by someone else).

You should not sign this document unless: you have read and understood this document and any other accompanying documents and you have obtained such advice as you consider appropriate and then decided that you want to be bound by this document.

**YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON YOUR MORTGAGE**

<b>Signed by Applicant 1:</b>	<b>Signed by Applicant 2:</b>
<b>Full Name of Applicant 1:</b>	<b>Full Name of Applicant 2:</b>
<b>Date:</b> /        /	<b>Date:</b> /        /

Please note we accept 2 applicants on residential mortgages. For buy to let mortgages, up to 4 applicants should sign the declaration

<b>Signed by Applicant 3:</b>	<b>Signed by Applicant 4:</b>
<b>Full Name of Applicant 3:</b>	<b>Full Name of Applicant 4:</b>
<b>Date:</b> /        /	<b>Date:</b> /        /

For details of how we use your information, please read our Privacy and Fair Processing Notice available on our website: [www.themortgagelender.com/fair-processing-notice](http://www.themortgagelender.com/fair-processing-notice)